



## GOBHOZA LEGAL PRACTICE

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### PART 2: COPYLEFT OSS LICENSES

*General Rule: if you distribute, use the same terms i.e. provide the source code.*

Copyleft is a pun to copyright as we know it. Contrary to popular belief, it is not the direct opposite of copyright. Copyleft is actually a general method for making a program or other work free (in the sense of freedom, not “zero price”), and requiring all modified and extended versions of the program to be free as well. Copyleft says that anyone who redistributes the software, with or without changes, must pass along the freedom to further copy and change it.

The rationale behind this is quite simple. The simplest way to make a program free software is by putting it in the public domain.

This allows sharing and improvements, but it also enables uncooperative individuals to convert it to proprietary software. Which means that those who receive the altered version lose the original author's intended freedom.

#### **The Difference Between Strong and Weak Copyleft**

As previously discussed, Copyleft licenses are divided into strong and weak. This distinction has to do with the extent of the obligation to share modifications under the same license or conditions.

Strong Copyleft exerts a wide influence on works combined with open-source code, necessitating that any modifications be shared under the same license. In contrast, Weak Copyleft, while still

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mandating that changes conform to the same license, provides more flexibility to integrate a programmer's proprietary code with the licensed code, without requiring the proprietary code to be released under the same license.

Copyleft licenses impose licensing restrictions if the licensee amends, modifies or combines the OSS with other software to create a derivative work. The license provisions come into effect when the licensee starts distributing the OSS or making the functionality thereof available. A more comprehensive discussion on distribution will be covered in Part 3 of this series.

## **How to Comply With Copyleft Licenses**

### Strong Copyleft

The GNU General Public License (GPL) enforces a strong copyleft, stipulating that if any component of a program is GPL-licensed, the entire program must also be GPL-licensed.

GPL typically does not permit open-source software (OSS) under

this license to be included in a larger program that contains proprietary software, unless the source code for the entire combined work, including the proprietary code, is made available under the terms of the GPL license. This requirement ensures that the principles of the GPL, including the open sharing of source code, apply to the entire software package.

On the other hand, the Lesser General Public License (LGPL) applies library copyleft. If any code within a library is LGPL-licensed, the entire library must carry the LGPL license. However, it permits dynamic linking with proprietary code, allowing for a more flexible integration.

LGPL is compatible with commercial use if the company complies with certain requirements, but if the company is not aware of what those requirements are, there can be significant issues that could otherwise be easily avoided.

For instance, when a company distributes open-source software (OSS) alongside its proprietary code, adherence to the LGPL

license necessitates the provision of the complete source code for the entire executable, including the company's proprietary source code. This can pose a substantial challenge, especially when the integrated software is proprietary, and the company seeks to maintain the confidentiality of its source code.

However, if the company distributes the LGPL-licensed component as a separate dynamically linked library file (DLL) alongside a distinct executable file containing its proprietary code, the company is only obligated to provide the source code for the LGPL-licensed DLL file, and not the source code for the proprietary executable file. This approach ensures compliance with the terms of the LGPL license and its associated source code requirements while preserving the confidentiality of the proprietary code.

The underlying purpose of the requirements set by the LGPL license is to empower recipients of the larger software work to make modifications to the open-source

component and seamlessly integrate it back into the larger work, facilitating improvements. Obviously, if the OSS component is linked to the larger work, then the source code to the larger work is needed to recompile the entire executable, but if the OSS component is part of a separate DLL, then, only the source code to the DLL is needed for this purpose.

### Weak Copyleft

Weak copyleft licenses, exemplified by licenses like the Mozilla Public License, the Eclipse Public License, and the CDDL, take a less restrictive approach to code linking. They permit the inclusion of proprietary code as long as it is kept separate. Achieving compliance is relatively straightforward: it typically involves providing notices and offering access to source code, without necessitating extensive modifications to the codebase. This flexibility makes them a more accommodating choice for projects where a mix of open-source and proprietary elements is desired.

If you have interest in an in-depth discussion on this subject matter or

any technology law related issues, feel  
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